

On November 7, 2017, the magistrate judge issued a Report and Recommendation as to Plaintiff's motion for preliminary and permanent injunction recommending that Plaintiff's motion be granted and setting forth findings of fact and conclusions of law. Rep. and Rec. [ECF No. 40]. On that same date, the magistrate judge issued a Report and Recommendation as to Plaintiff's motion for default judgment recommending that Plaintiff's motion be granted. Rep. and Rec. [ECF No. 41]. The parties were given until November 21, 2017 to file objections. No objections to either Report and Recommendation have been filed as of this date.

After a review of the record in the case, together with the Report and Recommendation as to the motion for preliminary and permanent injunction and the Report and Recommendation as to the motion for default judgment, the following Order is entered:

IT IS HEREBY ORDERED that after considering all facts and arguments presented to the court upon due notice to all parties and the Court having reviewed Plaintiff's Motion for Preliminary and Permanent Injunctive Relief [ECF Nos. 6, 31], Plaintiff's motion is GRANTED as follows:

- (1) Defendants and their agents, servants, employees, representatives, and/or affiliates, and all those who act in concert or participation with them are hereby enjoined, for a period of two years from the date of this Order, from directly or indirectly, owning, maintaining, advising, investing in, operating, engaging in, being employed by, being a consultant to, loaning money to, providing any assistance to, being a franchisee of, or having any interest in a business at 6563 Steubenville Pike, Pittsburgh, Pennsylvania; within Robinson Township, Pennsylvania; or within 25 miles from 6563 Steubenville Pike, Pittsburgh, Pennsylvania, Robinson Township, Pennsylvania, or any business owned by Plaintiff or any of its franchisees:
 - a. that is the same as, or similar to, Defendants' former Huntington Learning Center franchised business;
 - b. that offers tutoring in reading, phonics, study skills, mathematics, or related areas;
 - c. that offers courses or tutoring to prepare for standardized entrance exams, including the SAT and ACT;
 - d. that offers courses or tutoring in any academic subject; and

- e. that offers educational services or products the same as or similar to those offered in Defendants' former Huntington Learning Center franchised business; and

(2) Defendants shall, within ten (10) days of the date of this Order, return to Plaintiff:

- a. the manual setting forth Plaintiff's business system, and all of Plaintiff's mandatory standards, specifications, policies, and procedures;
- b. all paper, electronic, and other copies, summaries, and extracts from the manual referenced in the preceding sentence;
- c. all other material containing any of Plaintiff's trade secrets, operating instructions, and business practices relating to the operation of the businesses franchised by Plaintiff (and any paper, electronic, or other copies and summaries thereof);
- d. all lists of present and former customers of Defendants' former franchise location, whether in print or electronic form; and
- e. all software licensed from Plaintiff.

IT IS FURTHER ORDERED that Defendants shall file with the court and serve upon Plaintiff's counsel within thirty (30) days after the entry of any injunction or order issued herein, a written report, under oath, setting forth in detail the manner in which they have complied with such injunction or order.

IT IS FURTHER ORDERED that Plaintiff's motion for default judgment [ECF No. 31] is GRANTED. IT IS ORDERED that:

- (1) Plaintiff has proven by a preponderance of the evidence that Defendants are liable to it for a breach of the franchise agreement. The Court finds that Plaintiff is entitled to an amount of \$9,719.05 for Defendants' breach of contract;

(2) Plaintiff shall be awarded its costs and expenses, including reasonable attorneys' fees, in connection with this action as provided for in the parties' franchise agreement and the court shall take Plaintiff's pending motion for attorneys' fees and costs under advisement.

The Clerk shall hereby enter judgment on behalf of Plaintiff in the amount of \$9,719.05 against Defendants Barbara Kearns-Jones and Athena Educates, LLC with costs taxed to Defendants.

IT IS FURTHER ORDERED that the magistrate judge's Report and Recommendation dated November 7, 2017 [ECF No. 40] and the Report and Recommendation dated November 7, 2017, [ECF No. 41] are hereby adopted as the Opinion of the District Court.

IT IS SO ORDERED.

Dated:

12/14/17



David Stewart Cercone
Senior United States District Judge

cc: Honorable Robert C. Mitchell,
United States Magistrate Judge
Christopher L. Nickels, Esquire
Scott McIntosh, Esquire
Larissa E. Koshatka, Esquire
(Via CM/ECF Electronic Mail)

Barbara Kearns-Jones
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108 Hazel Street
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(Via First Class Mail)